

# Memorandum



**Date:** October 19, 2004

**To:** Honorable Chairperson Barbara Carey-Shuler, Ed.D.  
And Members Board of County Commissioners

**From:** George M. Burgess  
County Manager

**Subject:** Lease Agreement at Hialeah Neighborhood Service Center, 300 E. First Ave.,  
Suite 106, with the City of Hialeah for the Department of Human Services  
Property # 3118-00-01

Agenda Item No. 7(F)(1)(F)

The attached Lease Agreement has been prepared by the General Services Administration at the request of the Department of Human Services and is recommended for approval.

**PROPERTY:** Hialeah Neighborhood Service Center,  
300 East First Avenue, Room 106, Hialeah.

**OWNER:** City of Hialeah.

**USE:** 571 square feet of office space.

**JUSTIFICATION:** The Department of Human Services, Office of Community Services has a need to continue use of this facility to provide its clients with intake, screening, referral, counseling and follow-up services. This program has been at this location for the past seventeen years.

**LEASE TERM:** One year with two additional one-year renewal option periods.

**RENTAL RATE:** Annual rent is \$3,997.00, which is equal to \$7.00 per square foot. The rate for each renewal period is subject to joint annual review. The rate negotiated at this location reflects the actual building operational costs and remains as in previous years.

The total financial impact for year one of the lease agreement is estimated to be \$4,976.76, which is comprised of the following:

Annual Rent	\$3,997.00
Lease Management	\$ 319.76
Phone Service	<u>\$ 660.00</u>
Total Estimate	\$4,976.76

**LEASE CONDITIONS:** The City of Hialeah will provide all utilities, janitorial, maintenance, air conditioning and exterminating services.

**EFFECTIVE DATES:** Commencing October 1, 2004 and terminating September 30, 2005.

**CANCELLATION:** Either party may cancel by giving 60 days prior written notice.

**FUNDING SOURCE:** General Fund. This item has been budgeted by the Department of Human Services.

**CURRENT LEASE:** The current lease was approved by the Board on July 10, 2001, by Resolution No. R-760-01. The lease commenced on October 1, 2001 for one year with two additional one-year renewal option periods.

**OTHER PROPERTIES EVALUATED:** Other properties were not evaluated for this lease, due to the benefits which accrue from having this program co-located at this neighborhood service center with other social service programs. In addition, the negotiated rate has not increased in many years, and as a result, falls below market rates in the area.



---

Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** October 19, 2004

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 7(F)(1)(F)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☒ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 7(F)(1)(F)  
10-19-04

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT THE HIALEAH NEIGHBORHOOD SERVICE CENTER, 300 EAST FIRST AVENUE, SUITE 106, HIALEAH, WITH THE CITY OF HIALEAH, FOR PREMISES UTILIZED BY THE DEPARTMENT OF HUMAN SERVICES FOR ITS OFFICE OF COMMUNITY SERVICES; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Lease Agreement between Miami-Dade County and the City of Hialeah, for premises to be utilized by the Department of Human Services for its Office of Community Services, in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for and on behalf of Miami-Dade County; and authorizes the County Manager to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson  
Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro  
Betty T. Ferguson  
Joe A. Martinez  
Dennis C. Moss  
Natacha Seijas  
Sen. Javier D. Souto

Jose "Pepe" Diaz  
Sally A. Heyman  
Jimmy L. Morales  
Dorrin D. Rolle  
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this  
19<sup>th</sup> day of October, 2004. This Resolution and contract, if not vetoed, shall become  
effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency. HP

Hugo Benitez

By: \_\_\_\_\_  
Deputy Clerk

5

**LEASE AGREEMENT**  
**(Standard Blanche Morton)**

THIS LEASE AGREEMENT, made this \_\_\_\_ day of \_\_\_\_, 2004, by and between the **CITY OF HIALEAH**, a municipal corporation incorporated under the laws of the State of Florida, hereinafter called "**LANDLORD**", and **Miami-Dade County, Office of Community Services**, hereinafter called "**TENANT**".

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

**ARTICLE I**

That the **LANDLORD**, for and in consideration of the agreement and covenants herein contained, hereby leases to the **TENANT** and the **TENANT** hereby agrees to rent from the **LANDLORD**, the premises in Hialeah, of Dade County, Florida described as follows:

Room 106 @ 571 Square Feet of the premises located at the  
Hialeah Neighborhood Service Center, which is described as  
Lots 13, 14 and 15, Block 9, Town of Hialeah as recorded in Plat Book 5, Page 77  
Hialeah Neighborhood Service Center  
City of Hialeah  
300 East First Avenue  
Hialeah, FL 33010

TO HAVE AND TO HOLD unto the said **TENANT** for a term of one (1) year, commencing on October 1, 2004, and terminating on September 30, 2005, for an annual rental of Three Thousand Nine Hundred Ninety Seven dollars and no/100 (\$3,997.00) dollars, payable in monthly installments of Three Hundred Thirty Three dollars and no/100 (\$333.08) dollars payable in arrears on the first day of each month following the date of occupancy, and thereafter the rent shall be due and payable on the first day of each month for the preceding month. The rental shall be paid to the Landlord at:

City of Hialeah  
Attn: Mr. George Lazo, Facility Manager  
Recreation and Community Services Department  
5601 East 8 Avenue  
Hialeah, FL 33011

6

**ARTICLE II**  
**USE OF DEMISED PREMISES**

The area of the demised premises shall be used by the TENANT for office space for the operation of center management, service coordination, case management, referral, follow-up emergency social services and voter registration.

**ARTICLE III**  
**CONDITION OF PREMISES**

The LANDLORD, at its own expense, shall cause the demised premises to be in a state of good repair and suitable for usage by the TENANT at the commencement of this Lease.

Subject to the above, the TENANT hereby accepts the premises in the condition it is in at the beginning of this Lease.

**ARTICLE IV**  
**UTILITIES**

The LANDLORD, during the term hereof, shall pay all charges for water and electricity used by the TENANT. TENANT will pay all telephone equipment installation, service, repair, and all other costs related thereto to the operation of telephone service, plus all call charges, including long distance calls.

**ARTICLE V**  
**MAINTENANCE**

The LANDLORD agrees to maintain and keep in good repair, condition and appearance, during the term of this Lease, or of any extension or renewal thereof, the interior and exterior of the building to extent that such is necessary as a result of normal wear and tear.

The TENANT shall be responsible for the following within the demised area:

Reasonable care of the Leased area.

**ARTICLE VI**  
**ALTERATIONS BY TENANT**

The TENANT may not make any structural alterations, additions or improvement in or to the premises without the written consent of the LANDLORD.

Any improvements agreed upon by the **LANDLORD** which when removed would cause damage to the demised premises may not be removed without the consent of the **LANDLORD**.

#### **ARTICLE VII** **DESTRUCTION OF PREMISES**

In the event the demised premises should be destroyed or so damaged by fire, windstorm or other casualty to the extent that the demised premises are rendered untenable or unfit for the purpose of the **TENANT**, either party may cancel this Lease by the giving of written notice to the other; however, if neither party shall exercise the foregoing right of cancellation within thirty (30) days after the date of such destruction or damage, the **LANDLORD** shall cause the building and demised premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation, the **TENANT** shall be liable for rents only until the date of such fire, windstorm or other casualty. In the event of partial destruction, which shall not render the demised premises wholly untenable, the rents shall be proportionately abated in accordance with the extent to which the **TENANT** shall be deprived of use of occupancy. The **TENANT** shall not be liable for rent during such period of time as the premises shall be totally untenable by reason of fire, windstorm or other casualty.

#### **ARTICLE VIII** **HANDICAPPED STANDARDS AND ALTERATIONS**

The **LANDLORD** agrees that the demised premises now conform, or that, prior to Tenant's occupancy, the said premises shall at **LANDLORD'S** expense, be brought into conformance with, the requirements of Section 255.21, and 255.211, Florida Statutes, and Chapter 13D-1, Florida Administrative Code, providing Standards for Special Facilities for the Physically Disabled, and any applicable implementing Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.2 §794 and the American with Disabilities Act as applicable.

#### **ARTICLE XIX** **NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or moved in the premises above described shall be at the risk of **TENANT** or the owner thereof. The **LANDLORD** shall not be liable to **TENANT** for any



damage to said personal property unless caused by or due to negligence of **LANDLORD**,  
**LANDLORD'S** agents or employees.

**ARTICLE X**  
**ASSIGNMENT**

Without the written consent of **LANDLORD** first obtained in each case, the **TENANT** shall not  
sublet, transfer, mortgage, pledge or dispose of this Lease or the term thereof.

**ARTICLE XI**  
**LANDLORD'S RIGHT OF ENTRY**

**LANDLORD**, or any of its agents, shall have the right to enter said premises during all  
reasonable working hours to examine the same or to make such repairs, additions or alterations  
as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to  
exhibit said premises at anytime within thirty (30) days before the expiration of this Lease. Said  
right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations  
of additions which do not conform to this Agreement.

**ARTICLE XII**  
**PEACEFUL POSSESSION**

Subject to the terms, conditions and covenants of this Lease, **LANDLORD** agrees that  
**TENANT** shall and may peaceably have, hold and enjoy the premises above described, without  
hindrance of molestation by **LANDLORD**.

**ARTICLE XIII**  
**SURRENDER OF PREMISES**

**TENANT** agrees to surrender to **LANDLORD** at the end of the term of this Lease or any  
extension thereof, said leased premises in as good conditions as said premises were at the  
beginning of the term of this Lease, ordinary wear and tear, and damage by fire and windstorm  
or other Acts of God, excepted.

**ARTICLE XIV**  
**INDEMNIFICATION AND HOLD HARMLESS**

The **TENANT** assumes any and all risks of personal injury and property damage attributable to  
the negligent acts or omissions of the **TENANT** and its officers, employees, servants and agents

while acting within the scope of their employment by the **TENANT**. The **TENANT**, as a state agency, warrants and represents that it is self-funded for liability insurance, both public and property, with such protection being applicable to the **TENANT**, employees, servants, and agents while acting within the scope of their employment by the **TENANT**. The **TENANT** and **LANDLORD** further agree that nothing contained here shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the City of Hialeah or the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the City of Hialeah or the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

In regard to any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses and liabilities which arise from the joint or concurrent negligence of **LANDLORD** and **TENANT**, each party shall assume responsibility in proportion to the degree of its respective fault.

**ARTICLE XV**  
**SUCCESSORS INTEREST**

It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings contained in this Lease shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

**ARTICLE XVI**  
**OPTION TO RENEW**

Provided this Lease is not otherwise in default, the **TENANT** is hereby granted the option to extend this Lease for two successive one (1) year renewal periods under the terms and conditions agreeable to the City of Hialeah in order that the expenses of properly maintaining the facility are adequately met, by giving the **LANDLORD** notice in writing at least thirty (30) days prior to the expiration of this Lease or any extension thereof. The **LANDLORD** shall have the right to deny the Renewal request for any reason, by providing **TENANT** notice in writing within ten (10) days of receipt of **TENANT's** Notice of Exercise of Option to Renew.

**ARTICLE XVII**  
**CANCELLATION**

Either party shall have the right to cancel this Lease Agreement at any time by giving the other party at least sixty (60) days written notice prior to its effective date.

**ARTICLE XVIII**  
**NOTICES**

It is understood and agreed between the parties hereto that written notice addressed to **LANDLORD** and mailed or delivered to the Mayor, City of Hialeah (501 Palm Avenue P.O. Box 40 - Hialeah, Florida 33011), shall constitute sufficient notice to the **LANDLORD**, and written notice addressed to **TENANT**, and mailed to: Hialeah Neighborhood Service Center, City of Hialeah, 300 East First Avenue, Hialeah, Florida 33010, shall constitute notice to the **TENANT**, to comply with the term of this Lease. Notices provided herein in this paragraph shall include all notices required in this Lease or required by law.

**ARTICLE XIX**  
**ADDITIONAL PROVISIONS**

It is further understood and agreed by the respective parties hereto that this Lease is subject to the intent, purposes and conditions for which the Blanche Morton/City of Hialeah Neighborhood Service Center was constructed and approved by the United States Department of Housing and Urban Development.

To implement said intent, purposes and conditions, the **TENANT** will, to the maximum feasible, extent: (1) employ and train qualified residents of the Hialeah area and adjacent areas; (2) purchase supplies and services from business sources, including small and minority business, in the Hialeah area; (3) direct its services primarily to the residents of the Hialeah area; (4) work with the Hialeah citizen participation network to maximize the coordinated delivery of services to residents of the "Neighborhood Strategy Areas"; (5) work with Center Staff and other tenants in developing and establishing flexible office hours to meet the needs of residents, and the general policies, rules and procedures for operation of the Center; and (6) work with the City of Hialeah staff and other tenants in the development and establishment through the Center of an integrated social service delivery system for Hialeah.

**ARTICLE XX**

**INSURANCE**

The **TENANT** shall maintain, during the term of this Agreement, public liability insurance on a comprehensive basis, including contingent liability in amounts not less than \$100,000.00 per person and \$300,000.00 per occurrence for bodily injury, and \$25,000.00 per occurrence for property damage. The public liability insurance manuals are applicable to the operations of the **TENANT** under the terms of this Agreement. If the **TENANT** is a self-insured agency, the liability insurance required by this article may be provided by the self-insured entity.

The **TENANT** shall file Certificate of Insurance prior to commencing any operations under this Agreement. The Certificate of Insurance may be issued by the appropriate representative of the **TENANT's** insurance department. Certificates shall name the City of Hialeah as an additional insured party. Said Certificates shall clearly indicate that the **TENANT** has obtained insurance in the type, amount, and classifications required by the Article and any modifications to these insurance requirements as may be deemed necessary by the Mayor, Risk Management Division, and/or changes in State or County regulations. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice for the City.

**ARTICLE XXI**

**NON-DISCRIMINATION**

The **TENANT** agrees that no person shall, on the basis of race, color, national origin, sex, age, disability or religion, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the **TENANT** in the performance of this Agreement, and shall abide by all Federal and State laws regarding such discrimination. It is expressly understood that upon receipt of evidence of such discrimination, the City of Hialeah shall have the right to terminate this Agreement.

**ARTICLE XXI**

**WRITTEN AGREEMENT**

This Lease contains the entire Agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an Agreement in writing and sealed by LANDLORD and TENANT, after prior authorization by the appropriate legislative bodies, if any.

(this space was intentionally left blank)

IN WITNESS WHEREOF the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year first above written.

**LANDLORD:**

CITY OF HIALEAH, FLORIDA  
501 Palm Avenue  
P.O. Box 11-0040  
Hialeah, Florida 33011-0040

ATTEST :

Authorized signature on behalf of  
the CITY OF HIALEAH, FLORIDA

\_\_\_\_\_  
Daniel F. DeLoach Dated

\_\_\_\_\_  
Hon. Mayor Raul L. Martinez Dated

APPROVED AS TO LEGAL  
SUFFICIENCY AND AS TO FORM

APPROVED AS TO INSURANCE  
REQUIREMENTS

\_\_\_\_\_  
William Grodnick Dated  
City Attorney

\_\_\_\_\_  
Ed Beecher Dated  
Risk Manager

OFFICIAL SEAL

**TENANT:**

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

ATTEST:

Authorized signature on behalf of:

\_\_\_\_\_  
Witness Dated

\_\_\_\_\_  
Mr. George M. Burgess Dated  
COUNTY MANAGER

BY: \_\_\_\_\_

DEPUTY CLERK